





3. On and before July 1, 2017, VENDITIO designed, manufactured, distributed, sold, and/or otherwise placed into the stream of commerce in the State of Illinois, a certain bicycle it identified as a Vilano Fixed Gear Fixie Single Speed Road Bike, (the “Vilano Bicycle”).

4. On or about July 1, 2017, and continuing to the present, the Plaintiff, ALEJANDRO UNZUETA, (“UNZUETA”), was a resident of the State of Illinois, County of Cook, City of Chicago.

5. On or about said date, UNZUETA purchased a Vilano Fixed Gear Fixie Single Speed Road Bike (“the Vilano Bike”) through a web site of a company, Walmart, which offered the Vilano Bike for sale to customers who resided in Illinois.

6. After said purchase by UNZUETA, the Vilano Bike was shipped to UNZUETA by VENDITIO to his home in Chicago, Illinois, and arrived on or about July 12, 2017.

7. On June 22, 2020, UNZUETA was riding said Vilano Bike on South Hamlin Avenue, at or near 7150 S. Hamlin Street, in the City of Chicago.

8. At said time and place that UNZUETA was riding the Vilano Bike, a bolt that affixed the seat to the frame of the bike broke, causing him to fall to the ground and sustain injury.

9. At all times relevant, UNZUETA was using said bicycle in an intended and/or foreseeable manner.

10. On June 22, 2020, and from the time the Vilano Bike left the control of Defendant VENDITIO, the bicycle was in a defective and dangerous condition in one or more of the following ways:

- a. It was designed, manufactured, distributed, and/or sold by VENDITIO with insufficient strength to keep it from breaking apart during intended and reasonably foreseeable use;



- b. It was designed, manufactured, distributed, and/or sold with a bolt of insufficient strength that was used to keep the seat of the bicycle from detaching from the frame with intended and/or reasonably foreseeable use;
- c. It was designed without any warning to persons who purchased it, including the Plaintiff, UNZUETA, that the bicycle could break apart in said manner during intended and/or reasonably foreseeable use;
- d. It was designed without any warning to persons who purchased it, including the Plaintiff, UNZUETA, that the bolt intended to keep the seat of said bicycle from detaching from the frame could break during intended and/or reasonably foreseeable use, causing the seat to detach from said frame;
- e. It was designed, manufactured, distributed, and/or sold without adequate instruction to persons who purchased it, including UNZUETA, as to proper inspection and maintenance necessary to prevent the bolt from breaking which was intended to prevent the seat of the bicycle from detaching from the frame with intended and/or reasonably foreseeable use, causing the seat to detach from said frame, and
- f. It was designed, manufactured, distributed, and/or sold without adequate instruction as to limitations on the safe use of the Vilano Bike during intended and/or reasonably foreseeable use.

11. That by means of the premises and as a proximate result thereof, the Plaintiff, ALEJANDRO UNZUETA, was injured in his body and limbs, both externally and internally, and muscles, ligaments, tissues, nerves and blood vessels in his body and limbs were bruised, lacerated, torn and injured, and he suffered a right proximal fibular fracture, whereby he suffered great bodily pain and injury and mental anguish from then until now, and he will continue to so suffer in the future; he has expended and will in the future expend large sums of money for medical expenses in endeavoring to be cured of said injuries.



WHEREFORE, the Plaintiff, ALAJANDRO UNZUETA demands judgment against the Defendant, VENDITIO GROUP, LLC, d/b/a Vilano Bikes, in a sum in excess of FIFTY THOUSAND AND ONE DOLLARS, (\$50,001.00).

Respectfully submitted,

**/s/LAWRENCE H. HYMAN**

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